



## Terms and Conditions

### 1. Definitions and law

1.1 Within this document, 'client' is defined as the person or persons, businesses, corporate or public body hiring or purchasing any goods or services via 'SPS Audio'. The 'company' is defined as any person officially representing 'SPS Audio and Production LTD', here after referred to as 'SPS Audio'.

1.2 SPS Audio reserves the right to amend these Terms and Conditions at any time within reason, (within reason is defined as any contract which is signed previous to amendments made, will be honoured under the terms and conditions accepted at the date where the contract has been signed or deposit paid)

1.3 The 'contract' is an honourable document where by the 'client' must abide by the agreements signed for. The contract will also be honoured by SPS Audio to all aspects agreed. Should the contract be unable to be honoured by any parties, alternative services or compensation must be provided to cover all requirements and payments made by all parties involved.

1.4 "Equipment" is known as the 'equipment' supplied or sourced via 'SPS Audio' and all "equipment" remains the property of 'SPS Audio' or its co-working companies unless otherwise stated or contracted.

1.6 "Services" is known as the 'services' delivered by SPS Audio through its working persons or associated persons in the fields of consultancy, technical services or otherwise. All 'Services' are the intellectual property of SPS Audio unless otherwise stated in writing and signed by directors of 'The Company'

1.5 'The events first day' or 'day of collection' is defined as the first day of the hire period which begins at 12:00 on that day unless otherwise agreed.

1.6 'goods' is defined as equipment being purchased or sold via 'SPS Audio'

1.7 The contracts with 'SPS Audio' shall be interpreted and applied in accordance with English Law and the parties to the contracts agreed, shall submit to the exclusive jurisdiction of the English Courts.

1.8 All quotations and acceptance of services from SPS Audio, are immediately under the terms and conditions of SPS Audio from the date given on the original quotations and invoices. SPS Audio work under the understanding that the 'client' has fully read and understood the terms and conditions before proceeding with the services of SPS Audio and that the acceptance of the services of the 'company' is the binding contract subject to the terms and conditions stated by the 'company'.

### 2. Terms and conditions of Hire

2.1 Hire is defined as the rent of 'equipment' or persons via 'SPS Audio'. It is the responsibility of the 'client' to ensure that all conditions of hire are met and that anything which cannot be met, compensation to 'SPS Audio' or agreed alternatives are fulfilled.

2.2 Hire is only agreed when the 'client' accepts a quotation or requests services in writing, emails with a signature of him/her self or by appropriate references along with acceptable face to face meetings with 'SPS Audio' (acceptable is deemed by a confident person from 'SPS Audio' meeting with a 'client' who we deem 'genuine'), and a non refundable deposit of 25 percent of the total amount is made within 7 working days unless otherwise agreed. Details of full contact methods must be issued to 'SPS Audio' if acceptance of hire is taking place (full contact details includes address of 'client', phone numbers and 2 other contact names, addresses and numbers should the main client be 'unavailable') The hire will not be considered fully contracted until full payment has been received via transfer or cash into the bank account of 'SPS Audio'. This must be received no later than 14 working days prior to the event unless otherwise agreed. Cheques must be cleared by the deadline of both deposit and full hire agreements, and any that are rejected are seen as incompliance with the 'contract' and section 2.3 will be implemented against the client.

2.3 Should the 'client' accept any quotations or agreements via the methods in section 2.2, then the client will be considered to have broken a 'contract' with 'SPS Audio' and legal proceedings may be taken against the 'client' should payment be not received or the 'client' does not fulfil their side of the 'contracts' made. Further charges will be implemented should the hire be accepted via a deposit, but full payment is not received. This will be charged at 20 percent of the total amount per week, after the 14 day prior mark of the event. Legal costs will also be added on to the charge. This can be avoided should the 'client' give a written cancellation notice before the 61 calendar day mark prior to the 'events first working site day', at which the deposit is forfeited unless otherwise agreed between the 'client' and the 'company'.

2.4 The 'client' agrees upon full acceptance of the hire, that all crew must be suitably provided non alcoholic drinks for the duration of their time on the site of the hire. Also, should the crew be required to attend the site for more than 6 hours, then suitable meals of both vegetarian and non vegetarian will be provided for the agreed amount of crew on the site of hire. If the event is to take place over more than one day, then accommodation must be provided for the agreed amount of crew. If mixed gender crew is attending, then the females will require separate bedrooms to the males unless otherwise agreed. The 'client' is responsible for all accommodation and meals unless the 'company' state otherwise or agreements are made upon acceptance of the hire at the deposit stage. If accommodation or suitable meals are not provided when the 'client' is contracted too, then the client is agreed to accept further charges to cover the cost of these agreements.

2.5 On all hires, suitable power is required from the venue in question and this will be agreed between the 'client' and the 'company' at the point of quotation. If in the instances the venue will provide power via generators and/or via sockets from internal power from a fixed 'inside' venue. The 'company' reserve the right to refuse usage of that generator or power source if it is not suitable as per the original agreement or the 'company' deem the source to be unsafe. Any work which takes place to rectify the issue or replace unsuitable and/or unsafe power sources will be charged to the 'client' at no cost what so ever to the 'company'.



2.6 On all hires, it is the 'client's' responsibility to ensure that insurance cover is taken out against damage and theft to any of the 'equipment' supplied via 'SPS Audio'. 'SPS Audio' supply solutions for the 'equipment' on hire and can provide engineers which are covered with public liability. However, it is the 'clients' responsibility to insure all 'equipment' should damage occur which is not caused by any of the 'SPS Audio' engineers. This includes usage when the 'clients' or any artist's personal engineers or crew are using the 'equipment' provided, or damage occurring from beyond our engineers control, this also includes when 'SPS Audio' personnel are on site. Other examples of 'clients' responsibility to have insurance include if the venues structure failed causing damage to any 'equipment', audiences penetrating security or lack of security is provided which results in damage to 'equipment', or/and if the 'clients' own crew cause damage to 'equipment'. The examples stated in this section (section 2.6) are not deemed as a full list what so ever and if a circumstance arises in which the 'client' is unsure of whether they should supply insurance to the equipment, then it is the 'clients' responsibility to question personnel from 'SPS Audio'.

2.7 On all hire agreements, suitable parking must be made available at no cost what so ever to the 'company'. Large hires may require Lorries; small hires may simply require a van. This will confirmed at the point of confirmation of hire and if parking is an issue, it is the 'clients' responsibility to provide suitable alternatives at no cost or hindrance to the 'company'.

2.8 All hire agreements are under the agreement that suitable access to the venue's are available. Ramps must be provided for large stairwells and suitable for crew to push/pull flight cases with 'equipment' inside, up or down the ramp and to the working area. If no ramp can be provided, and the stairwell is larger than 6 steps, then the 'client' agrees to provide crew at no cost to the 'company' to aid with the load in and load out. This will be a minimum of 8 people, however the more people provided will mean quicker load in and load out times. It is the 'clients' responsibility to ensure suitable access and aid is provided. The 'company' reserve the right to refuse unloading any equipment if access is not satisfactory.

2.9 All 'SPS Audio' crew are reserved the right to refuse undertaking any work at anytime should they feel something is unsafe which is not the responsibility of 'SPS Audio', or they are abused or hurt in any way by persons or objects from the 'clients' organisations or 3rd parties involved in the events in question. Full enquiries will be undertaken and prosecution against offensive and abusive persons will be fully supported by the 'company'.

2.10 When equipment is being operated by personnel, regardless of the number or methods, by persons not approved by 'SPS Audio' then a damage deposit of £200, or 20 percent of the total fee if the overall quoted figure exceeds £1000, is required. This must be paid before the event. This deposit is fully refundable at the end of the event should there be no damage to any of the equipment whilst in the 'clients' jurisdiction.

### 3 Terms and conditions of sale

3.1 'Sale' is defined as the purchase of 'goods' via 'SPS Audio'. The sale is the process of exchange of 'goods' to a 'client' when funds in 'GBP' are transferred to 'SPS Audio' at an agreed rate in which 'SPS Audio' will provide a receipt along with all warranties the 'client' is entitled to.

3.2 Warranties provided by 'SPS Audio' will be for the duration of 6 months only unless manufacturer's warranties exceed this time scale. Warranties of 6 months, which are provided by 'SPS Audio' are only valid for hardware which is not subject to serviceable issues. Serviceable issues include 'loudspeaker drivers and cones failure due to abuse or rigorous use', 'lighting equipment services such as lamps and joints', 'cabling which has been abused or vigorously used and damage has occurred at no fault of 'SPS Audio' supply', and 'any type of damage which is unavoidable or is at the fault of any persons misuse regardless of the time scale involved.'

3.3 All 'clients' are entitled to the full sales of goods act and refunds will be provided upon a valid receipt and detailed description of the reason for return so long as the time scale has not reached more than a pre agreed time scale from purchase.

3.4 2 Second hand sales are provided with a 1 week warranty unless stated at time of sale. All second hand sales are provided with confidence from the 'company' that the 'goods' in question are in fully working order unless otherwise stated. The prices will reflect their second hand nature but may vary depending on condition and life of the 'goods' which are on sale.

3.5 All 'goods' will not be released until the 'client' has paid in full the balance of the goods unless otherwise agreed.

3.6 All 'goods' which have been delivered, accepted and signed for by the 'client' which have been given a credit notice must be paid for within 28 days.

### 4 Terms and conditions of repair

4.1 All repair work carried out will be subject to an initial visual inspection and will be carried out only when the engineer is satisfied the 'goods' are safe. The repairs will only take place as per instructed by the 'client', if the engineer becomes aware of other issues or causes of a fault which the 'client' has originally described, or other faults which the 'client' has not described, then the engineer will inform the 'client' of the issues and repairs will only take place on that issues upon the 'clients' approval. All approvals will be documented and approvals via the telephone are acceptable in this instance but will be documented by the engineer and will be stated in the report.

4.2 All repair work must be paid for before the 'goods' are re-released to the 'client' and any refusal to pay, or if the case where not enough payment is received, the 'goods' shall remain under the care of 'SPS Audio' until such payment is received.

4.3 All repair work on 'goods' which has been completed, but the 'client' fails to either pay for, or collect the 'goods' in question, will be subject to holding charges of the 'goods'. This will be charged at £10 per day after four days from the point of notification to the client that the 'goods' are ready for collection.

4.4 All repair work is subject to the 'client' providing full contact details which will be checked. A 10 percent refundable deposit must be made before repair work is undertaken unless otherwise agreed. Should repairs be agreed to be undertaken by the 'company', the 'company' still reserve the right to refuse to repair 'goods' should the engineer deem it necessary to do so.



4.5 Should payments not be received, the 'company' reserve the right to make all necessary attempts to contact the 'client' to recover the outstanding balance. Should the 'client' be uncontactable then the company reserves the right, after one month of attempts to contact the 'client', to sell or keep the 'goods' in question in order to replenish the costs to the 'company' for the repair of the 'goods' in question.

## 5 Intellectual Services

5.1 The 'Company' provides technical, management and event consultancy in which it does provide to the best of its ability. All work is therefore tailored to each situations requirement. As such, where ever possible, 'the company' will provide documentation which will lead into a contract with a purchase order from 'the client'. *This documentation provides an approximation of the exact services and as such, there will be variations.* By accepting 'the services', 'the client' accepts that there will always be a 'tolerance boundary' and as such 'the company' are exempt from any issues relating to non conformity of services as long as 'the company' provides services within the tolerances agreed verbally or in writing.

5.2 All intellectual services remain the property of 'the company'.

5.3 All intellectual services suggested or conducted by 'the company' are the sole opinions and trained expertise of 'the company'. Therefore, any suggested methods or communication of possible work methods and solutions are for the use of 'SPS Audio' and as such, is not a valid method of any solution that clients or otherwise conduct by themselves outside of "SPS Audio" jurisdiction and as such, 'SPS Audio' have indemnity of any consequences of suggestions that the clients may try to replicate themselves, unless the company are in contract to supply suggestions or methods of solution to a problem in an agreed consultancy role for 'the client'.

5.4 All consultancy guarantees will be subject to the client following the recommendations to within tolerance. Should 'the client' vary the recommendations of 'the company' then 'the client' accepts their own responsibility for such actions. If this occurs under no fault of 'the company' then any work by 'the company' will still be required to be settled under the purchase order and invoicing amounts.

## 6 Rights and legalities

6.1 The 'company' reserves the right to take photographic documents of all actions within all the events and actions quoted and confirmed for. If photographic documentation is not permitted by the 'clients' organisation, then it is the 'clients' responsibility to inform the 'company' that this is the case. This includes when children are in attendance at an event, the 'company' will do everything in its power to comply with the law's governing photographic documents of children, however the 'company' cannot be held responsible if the 'client' fails to inform the company that children will be in attendance.

6.2 The 'company' reserve the right to hold information in regards to the 'clients'. This is used for contact purposes and event specifications. All contact details will be held with accordance to the law and will not be released without prior consent. From time to time the company may wish to contact 'clients' in a quality control format. The 'client' reserves the right to refuse this; however, it must be stated to the 'company' otherwise the company will not be held responsible for any actions from the 'client' should quality control conversations disgruntle the 'client'

6.3 The 'company' shall not take responsibility for the use of copyrighted material what so ever. It is the 'clients' responsibility to obtain licenses for copyrighted material and if the 'company' is required to play/work with copyrighted material in any form at any time during the 'clients' contracted period, then the company accept no responsibility for any actions from any parties and all enquiries in regards to the breach of copyright laws, shall be directed without hesitation to the 'client'

6.4 All recording/recorded work, (not the material such as the music), shall remain the property of 'SPS Audio' and may be subjected to charges in order to access or gain control of the recordings in question. This is avoidable via a separate recording contract. 'SPS Audio' shall remain on all the credits for recorded material when 'SPS Audio' has provided services of any kind to record the material in question.

6.5 'SPS Audio' will carry insurance which covers the actions of 'SPS Audio'. This does not discourage or reduce the responsibility of the 'clients' to seek insurance to cover all aspects of their event. Any actions of any 3rd party or any of the 'clients' parties which damage 'equipment' or personnel, in any form, will be the responsibility of the 'client' and 'SPS Audio' will pursue only the 'client' regardless of fault, blame or occurrences'.

6.6 'SPS Audio' will not conduct any services unless a purchase order has been issued and all relevant trading terms have been fulfilled. As standard, this is a 25% deposit for each event at time of booking, with the remaining balance to be cleared 14 working days before the event. Credit agreements may be arranged under agreed circumstances, but deposits may still stand, checks may be conducted, I.D. required and a maximum of 28 days will be issued. No services will be conducted unless 'SPS Audio' deems the client to be trustworthy on their payment schedule. 'SPS Audio' fully reserve the right to amend these terms and conditions at any time and it is the responsibility of the 'client' to abide by the 'companies' terms and conditions or face charges which the 'company' see fit to accomplish the tasks set by the 'client'.